

MEMORANDUM OF UNDERSTANDING

**MOUNTAIN VIEW POLICE OFFICERS ASSOCIATION
(SWORN AND NONSWORN UNITS)**

**AND
THE CITY OF MOUNTAIN VIEW**

JUNE 16, 2001 to JUNE 30, 2007

MEMORANDUM OF UNDERSTANDING

**MOUNTAIN VIEW POLICE OFFICERS ASSOCIATION
(SWORN AND NONSWORN UNITS)**

AND

THE CITY OF MOUNTAIN VIEW

TABLE OF CONTENTS

1.00	Salary	2
2.00	Specialty Pay/Assignments	3
2.01	Holiday In-Lieu Pay—Sworn Members	5
2.02	Holiday Work Schedule—Nonsworn Members	5
2.03	POST and Educational Incentives (Sworn)	5
2.04	Out-of-Class Compensation (Sworn and Nonsworn)	6
2.05	Specialty Assignments (Records Division/Nonsworn)	7
3.00	Tuition Reimbursement	7
4.00	Uniform/Safety Equipment/Specialty Equipment	8
4.01	Uniform Cleaning Allowance	8
5.00	Overtime	9
5.01	Call-Back Overtime	9
5.02	Travel Overtime	11
5.02.1	Travel Overtime for Court and Unscheduled Call-Backs—Common Destination Allowance	11
5.02.2	Travel Overtime for Training	12
5.03	Court Overtime	13
5.03.1	Court Overtime Compensation Rates	13
5.04	Court Standby	13
5.05	Court Appearances	13
5.05.1	Consecutive/Nonconsecutive Appearances— Multiple Subpoenas	14
6.00	Private Vehicle Mileage Allowance	16

7.00	Leave	17
7.01	Vacation Accrual	17
7.01.1	Vacation Cash-Out	18
7.02	Compensatory Time Accrual and Compensatory Time Off	18
7.02.1	Compensatory Time Cash-Out	20
7.03	Holiday Leave/Floating Holiday	20
7.04	Bereavement Leave	20
7.05	Maternity Leave	21
7.06	Personal Leave Day	21
7.07	Sick Leave Accrual	21
7.08	Sick Leave Incentive	21
7.09	Payment for Unused Sick Leave	22
7.10	Leaves of Absence	23
7.11	Military Leave	23
7.12	Jury Duty Leave	23
7.13	Shift Trades	23
8.00	Insurance	24
8.01	Medical Benefits	24
8.02	Dental Benefits	24
8.03	Psychological	25
8.04	Retiree's Medical	25
8.05	Life Insurance	25
8.06	Disability Insurance	26
8.07	Vision Benefits	26
8.08	Section 125—Flexible Benefit Plan	26
8.09	Longevity/Retirees Medical	26
9.00	Public Employees Retirement System	27
9.01	PERS Retirement Program—Sworn Members—3 Percent at 50 and PERS Actual Employer Rate Cost-Sharing	27
	PERS Retirement Program—Nonsworn Members— 2 Percent at 55	27
9.02	PERS Employee Contribution	27
9.03	PERS 1959 Survivor Benefit	28
9.04	Conversion of Unused Sick Leave to Years of Service for Retiring Employees	28
9.05	Deferred Compensation	29
10.00	Probationary Standing and Rules	29
10.01	Extension of Probationary Period	29

11.00	Breaks	30
11.01	Rest Periods	31
11.02	Meal Breaks	31
12.00	Work Schedules	31
12.01	Shift Rotations	32
13.00	Association Time	34
14.00	Reduction in Force (Layoff) Policy	34
15.00	Americans with Disabilities Act	36
16.00	Management Rights	37
17.00	No-Strike Provision	38
18.00	Contract Reopeners	39
19.00	Effective Date, Duration and Agreement	39

MEMORANDUM OF UNDERSTANDING**MOUNTAIN VIEW POLICE OFFICERS ASSOCIATION
(SWORN AND NONSWORN UNITS)
AND
THE CITY OF MOUNTAIN VIEW**

On the date hereinafter subscribed, authorized representatives of the CITY OF MOUNTAIN VIEW, (herein referred to as "City") and authorized representatives of the MOUNTAIN VIEW POLICE OFFICERS ASSOCIATION (POA) made and entered into this Memorandum of Understanding. It is implicit and agreed that this Memorandum of Understanding amends numbered sections as referenced in the Comprehensive Memorandum of Understanding dated April 1996, for the contract period January 1995 to December 1996, and the Memorandum of Understanding dated April 30, 1997 and the Addendum dated for the contract period of January 1997 to December 1999.

This Memorandum of Understanding is subject to all existing State laws and the Charter, ordinances, resolutions, Administrative Rules and Personnel Rules of the City except as expressly provided to the contrary by this Memorandum of Understanding.

The POA and City agree that all meet-and-confer requirements under the Meyers-Milias-Brown Act, Government Code Section 3500, *et seq.*, except as they might have been specifically exempted in this Agreement, have been met for the period of June 16, 2001 and will terminate at 12:01 a.m. on June 30, 2007. During the term of this Agreement, no benefits or practices expressly covered by this Agreement may be changed without the mutual agreement of both parties. If the City desires to change any matter not expressly covered by this Agreement which is subject to the meet-and-confer process, the City will meet and confer with the POA in an effort to reach mutual agreement. The City recognizes the POA (Sworn Unit and Nonsworn Unit) as the representative for personnel with the following classifications: Police Officer, Police Agent, Police Sergeant, Community Services Officer, Lead Police Records Specialist, Police Records Specialist and Property and Fingerprint Technician, hereinafter referred to as "represented members" or "members," and this Agreement governs wages, hours and working conditions within the scope of representation.

1.00 SalarySworn Members2001

Effective June 16, 2001, all represented sworn personnel shall receive a cost-of-living salary increase of three percent (3.0%) and an equity salary increase of one and one-half percent (1.5%).

2002

Effective the first pay period ending in July 2002, all represented sworn personnel shall receive a three percent (3%) cost-of-living salary increase and an equity salary increase of one and one-half percent (1.5%).

2003

Effective the first pay period ending in July 2003, all represented sworn members shall receive a three percent (3%) cost-of-living adjustment.

An equity adjustment based on the average of the salary of 12 comparable agencies (Santa Clara, Milpitas, Redwood City, Palo Alto, Hayward, Los Gatos, Fremont, San Jose, San Mateo, Santa Clara County, Los Altos and Campbell) shall not exceed three percent (3%), effective the first pay period ending July 2003. Salary shall include top-step Police Officer and employee-paid PERS of nine percent (9%).

2004

Effective the first pay period ending in July 2004, all represented sworn members shall receive a four and one-half percent (4.5%) cost-of-living adjustment.

2005

Effective the first pay period ending in July 2005, all represented sworn members shall receive a four and one-half percent (4.5%) cost-of-living increase and a one-half percent (0.5%) equity adjustment.

2006

Effective the first pay period ending in July 2006, all represented sworn members shall receive a four and one-half percent (4.5%) cost-of-living adjustment.

Nonsworn Members2001-2006

Effective June 15, 2001, all nonsworn personnel shall receive a four and one-half percent (4.5%) cost-of-living salary increase. The first pay periods ending in July 2002, 2003, 2004, 2005 and 2006, all nonsworn personnel shall receive a four and one-half percent (4.5%) cost-of-living salary increase.

In Year 4, parties agree to cooperatively review the nonsworn classifications. The review will be conducted by the City or a consultant and shall be completed by May 15, 2004. The City makes no guarantee that there will be a salary adjustment. However, any adjustment that is warranted will become effective the first pay period ending in July 2004.

2.00 Specialty Pay/Assignments

Represented members assigned to the following specialty assignments will receive the following percentages of additional compensation, calculated according to their base salary standing:

Canine Officer (Sworn)	5.0%
Motorcycle Officer (Sworn) (Including Traffic Sergeant when riding motorcycle)	5.0%
Field Training Officer (Sworn)	7.5%
Field Training Coordinator (Sworn)	7.5%
Field Training Officer (Nonsworn Community Services Officer, Records Specialist (effective June 16, 2001))	7.5%

Investigative Services, Crime Suppression Team and Administrative Units (Represented Sworn Members)	\$100/person/month (\$46 per pay period) for specialty assignments, including Administrative positions of Professional Standards, Personnel/Training, Community Action and Information, and Special Operations. \$150/person/month (\$69 per pay period) effective the first pay period ending July 2002.
Bilingual (Sworn and Nonsworn)	\$100/person/month (\$46 per pay period).

Definitions:

Field Training Officers: Officers designated by the Police Chief as members of the Field Training program as Training Officers and who are assigned to training duty with a recruit officer (regular or reserve). Sergeants and Agents are excluded from receiving this specialty pay. Specialty pay will only be applied while an officer is training, but in no case will it be paid in less than 10-hour increments.

Field Training Coordinator: One employee will be designated by the Police Chief as the coordinator assigned to oversee the Field Training program while Police Officer recruits (not reserves) are in training. Specialty pay will be paid for any month or partial month while there are officers in training.

Field Training Community Services Officer (CSO) and Records Specialist: Employees will be designated by the Police Chief as the Field Training Officer assigned to training duty with newly hired Community Services Officers and Records Specialists. Specialty pay will only be applied while there are CSOs and Records Specialists engaged in training.

Investigative Services Unit, Crime Suppression Team and Administrative Units: Sworn represented members assigned to these designated assignments receive \$100.00 per person per month to be paid biweekly at \$46.00 per pay period. Effective the first pay period ending in July 2002, this will increase to \$150 per month, to be paid biweekly at \$69 per pay period.

Bilingual:

For Sworn and Nonsworn Members: One Hundred Dollars (\$100) per month (to be paid biweekly at \$46.00 per pay period).

To be qualified to receive bilingual pay, an employee must be assigned by the Police Chief to speak or translate a language in addition to English. This may include such specialized communication skills as sign language. Employees must regularly and frequently speak and/or translate a second language. To become qualified, employees must be tested for fluency as prescribed by and certified by the Employee Services Director or her/his designee.

2.01 Holiday In-Lieu Pay—Sworn Members

Represented sworn members will receive five and one-half percent (5.5%) additional compensation, calculated according to their base salary standing, in lieu of being allowed to take "Holiday Leave" on City holidays, and in lieu of being able to accrue compensatory time for holidays worked.

2.02 Holiday Work Schedule—Nonsworn Members

Represented nonsworn members, normally scheduled to work, will receive an additional eight (8) hours pay (or compensatory time) for holidays worked. For holidays on their scheduled day off, the employee shall receive eight (8) hours straight time pay (or compensatory time). Employees who are on a 10-hour work schedule, who are afforded the time off for the holiday during their normal work schedule, will be paid for the first eight (8) hours of their workday, with the employee's option of utilizing either accrued compensatory time or accrued vacation time for the remaining two (2) hours of the normal work shift.

2.03 POST and Educational Incentives (Sworn)

Represented members shall receive the following POST and educational incentives:

Effective the first pay period ending July 2001, members possessing an Intermediate Certificate from the Commission for Peace Officers Standards and Training (POST) shall receive a stipend of \$250 per month (\$114.99 per pay period). Those members with a POST

Intermediate Certificate plus an A.A./A.S. degree will be compensated at five percent (5%) of their base pay every pay period.

Effective the first pay period ending July 2001, members possessing an Advanced Certificate from the Commission for Peace Officers Standards and Training (POST) shall receive a stipend of \$365 per month (\$167.89 per pay period). Those members with a POST Advanced Certificate plus a B.A./B.S. degree shall be compensated at seven and one-half percent (7.5%) of their base pay every pay period.

Effective the first pay period in July 2003, members possessing the POST Intermediate Certificate from the Commission for Peace Officers Standards and Training (POST) shall receive a stipend of \$275 per month (\$126.49 per pay period).

Effective the first pay period in July 2003, members possessing the POST Advanced Certificate from the Commission for Peace Officers Standards and Training (POST) shall receive a stipend of \$390 per month (\$179.38 per pay period).

Payment incentives will be made retroactive to the date of application with the Police Department.

2.04 Out-of-Class Compensation (Sworn and Nonsworn)

Definition—Out-of-class compensation will be paid to permanent members who have been assigned by their supervisor to perform, on a temporary basis, the duties at a higher classification than their regularly assigned and budgeted position in accordance with established procedures in the Administrative Policies. Out-of-class compensation will be five percent (5%) above the employee's current salary or the first step of the higher classification, whichever is greater.

The term "working out of class" is defined as a management-authorized assignment to perform work on a temporary basis wherein significant duties are performed by a member holding a classification within a lower compensation range. The Employer shall notify workers in advance of making such assignments.

Qualifying—To qualify for out-of-class pay, a member must meet the minimum qualifications for the higher classification and must work forty (40) hours in the higher classification (once per worker per classification) performing a significant range of duties. Having met the

qualifying requirements, a member shall receive the higher compensation when assigned work in the higher classification except that out-of-class compensation will only be paid on an hour-per-hour basis subject to working a minimum of a five (5) consecutive hour increments in the out-of-class assignment.

Exclusions—Out-of-class compensation will not be paid for vacation, sick leave or personal leave hours. If an official City holiday occurs during an out-of-class assignment, the member will continue to receive the higher compensation.

Records Personnel—Represented personnel assigned to the Records function to work independently between the hours of midnight and 5:00 a.m. will qualify for out-of-class compensation at a rate of five percent (5%) above the employee's current salary. This out-of-class compensation will only be paid on an hour-per-hour basis during the five (5) hour period.

The following restrictions and exclusions apply to this five (5) hour out-of-class compensation:

- Lead Records Specialists are not entitled to this compensation.
- Represented members already receiving FTO pay are not entitled to this compensation.

2.05 Specialty Assignments (Records Division/Nonsworn)

Management will have the authority to eliminate specialty assignments in the Records Division, with the exception of the Court Liaison assignment. The incumbent in this position will remain the Court Liaison until such time as the position is vacated, at which time management will reassign the position.

3.00 Tuition Reimbursement

Effective July 1, 2001, tuition reimbursement is increased to \$1,250 per fiscal year. The amount of reimbursement over \$600 shall be used towards a specific job-related degree or towards job-related courses.

Effective July 2002, tuition reimbursement is increased to \$1,500 per fiscal year. The amount of reimbursement over \$600 shall be used towards a specific job-related degree or towards job-related courses.

4.00 Uniform/Safety Equipment/Specialty Equipment

The City shall provide represented members with all mandated uniform, safety and specialty equipment, as follows:

For Sworn Members:

Uniform/Safety Equipment: The City shall provide all uniform shirts, safety and specialty equipment, as follows: trousers, duty belts, flashlights, side-arms, handcuffs, shoulder patches, handcuff holders, hats, field jackets, dress jackets, duty belt holder, protective body armor and shoes.

Specialty Equipment: The City shall provide specialty equipment, including plainclothes holsters, sidearms; clothing specific to motorcycle duty, including helmets, boots, leather jackets, glasses (including prescription glasses), gloves and special trousers; paraphernalia specific to canine handling.

For Nonsworn Members:

Uniform/Safety Equipment: The City shall provide all uniforms as specified in the Department Uniform Policy and specialty equipment as required for assignments.

4.01 Uniform Cleaning Allowance

For Sworn Members:

Effective the first pay period ending in April 2000, represented sworn members shall have their uniform cleaning allowance of \$450 annually, paid biweekly at \$17.25 per pay period, shifted into salary.

For Nonsworn Members:

Effective the first pay period ending in April 2000, represented non-sworn members shall have their uniform cleaning allowance in the amount of \$390 annually for Records Specialist (\$14.95 paid biweekly) and \$450 for Community Services Officer (\$17.25 paid biweekly) shifted into salary.

5.00 Overtime

Overtime is paid in 15-minute increments, with a 7-minute minimum (i.e., if the overtime extends 0-7 minutes, the member receives no compensation, 8-15 minutes would reflect 15 minutes compensation).

The City shall have the authority to order employees to work overtime assignments if, after a reasonable City effort, there are not enough volunteers to work such overtime assignments.

The City shall have the authority to assign reserves and Community Services Officers to work overtime; provided, however, there is no intent to replace a sworn officer with a reserve or Community Services Officer on overtime assignment (except in the case of emergency).

5.01 Call-Back Overtime

Represented members shall be compensated in the following manner:

Scheduled Call-Backs will refer to those occasions where a member is called back to work during off-duty hours, or whose attendance is mandated by a supervisory or higher-ranking officer during normally scheduled off-duty hours and the member is given more than 72 hours advance notice of the need to appear. Scheduled call-backs shall be compensated with a two-hour minimum, at a time and one-half rate.

Unscheduled Call-Backs will refer to those occasions where a member is called back to work during off-duty hours, or whose attendance is mandated by a supervisory or higher-ranking officer during normally scheduled off-duty hours and the member is given less than 72 hours advance notice of the need to appear. Unscheduled call-backs shall be compensated with a three-hour minimum, at a time and one-half rate.

The call-back provisions of this section pertain to overtime compensation to which the employee is entitled in addition to their normal work shift. The schedule change provisions of the MOU in Section 12.00 apply when an employee's normal work schedule is altered to meet community or department needs. A schedule change does not necessarily result in overtime, but could, if hours in addition to the normal workday or work week are exceeded.

Management will continue to attempt to provide a minimum of seven (7) calendar days advance notice to employees subject to a schedule change, except in the case of emergency or extraordinary conditions, but the fact that such notice was not possible does not trigger the call-back provisions. Other exceptions contained in the MOU continue to apply.

Examples:

An Officer is called in 3 hours earlier than his/her normal shift time to help manage a demonstration at an abortion clinic and released 3 hours earlier than their normal end-of-shift time. This is a schedule change with 10 hours worked—no overtime.

Same scenario, but due to call load, the Officer is released 1 hour earlier than normal end-of-shift time. This is a schedule change with 12 hours worked, and the Officer is entitled to 2 hours end-of-shift overtime compensation at time-and-one-half.

Due to civil unrest in the City, an Officer is placed on a 12-on, 12-off schedule for a period of 6 days during the work week. This is a schedule change. During the first 4 days of the change, the Officer is entitled to 2 hours of overtime compensation at time-and-one-half. Since those 4 days would have ended the 40-hour work week, the Officer is entitled to 12 hours of overtime compensation at time-and-one-half for the remaining 2 days. It is the 10-hour day and the 40-hour work week which trigger the overtime provisions.

An Officer is called to a scheduled department committee meeting at 1:00 p.m. which lasts for 1 hour. The Officer's shift starts at 4:00 p.m. and the Officer works a full shift. This is a scheduled call-back, and the Officer is entitled to the 2-hour minimum of overtime compensation at time-and-one-half.

Same scenario, but the meeting was unscheduled (that is, with less than 72 hours of notice). The Officer is entitled to the 3-hour minimum of overtime compensation at time-and-one-half.

Same scenario, but the meeting is either scheduled or unscheduled and starts at 3:00 p.m. and lasts for 30 minutes, and then the Officer's shift begins at 4:00 p.m. The Officer is entitled to 1 hour of overtime at time-and-one-half. This is an exception to the minimum call-back rule, "When the overtime minimum will extend into normally

scheduled duty hours, the overtime shall end at the time normal duty hours commence."

Exceptions to Hour Minimum:

1. When a represented member is called back due to the member's own error or due to the member's failure to complete assigned duties properly during the last duty tour, the member shall be compensated only for the time actually worked and shall not receive the minimum hours compensation as related above.

Off-duty telephone calls of an official nature will be compensated based on the description in Section 5.00.

2. When the overtime minimum will extend into normally scheduled duty hours, the overtime shall end at the time the normal duty hours commence. Example: If member is told to come in for training as a scheduled call-back at 1400 hours and the normal duty hours commence at 1500 hours, the overtime allowed will not be the minimum hours listed above but shall be for one hour (from 1400 to 1500).

For Sworn Members Only:

Vacation Call-Backs will refer to those occasions where a member is required to return to work during an authorized vacation, he/she shall be reccredited for the vacation hours not used, and shall receive time and one-half pay for the time actually worked on the day he/she was recalled.

5.02 Travel Overtime

Represented members shall be entitled to travel overtime when needed to make court appearances or for unscheduled call-backs. Scheduled call-backs shall not be eligible for travel overtime. Other City business travel overtime (such as travel for training) is also subject to the allowance contingent upon advance supervisory approval.

**5.02.1 Travel Overtime for Court and Unscheduled Call-Backs—
Common Destination Allowance**

Travel Overtime for court and unscheduled call-back appearances is allowed and will be in addition to other applicable minimum overtime payment. The following will be the allowances for travel overtime to and from common destinations:

North County Jail/Court:	15 minutes (each way)
Santa Clara Range:	15 minutes (each way)
San Jose: (PD/JPD/Superior Court/ Juvenile Court)	45 minutes (each way)
Evergreen Academy	45 minutes (each way)
Mountain View Police Department	30 minutes (each way)

For other destinations, the travel time allowed shall be approximated using the Police Department as the starting point.

5.02.2 Travel Overtime for Training

Overtime for travel to and from an authorized school or training class is compensable, but only if the time necessary for travel exceeds the normal workday hours, or cumulative 40 hours per week.

Examples:

1. A member is excused from a 10-hour workday to attend a training class that is 9 hours in duration. The travel time to and from the training is 1 hour and 30 minutes. The travel overtime the member is eligible to receive is therefore 30 minutes.
2. A member is excused from a 40-hour work week to attend a seminar. The seminar consists of a 5-day, 7-hour day schedule, for a total of 35 hours. The member has flight/travel time and car rental/travel time of a total of 5 hours. The member is not eligible for any travel overtime.

5.03 Court Overtime

Represented members shall be entitled to be paid compensatory overtime for duty-related court cases. The following provisions will apply:

5.03.1 Court Overtime Compensation Rates

All allowable court appearances and standby shall be compensated at a time-and-one-half rate.

Court appearances shall be compensated to the nearest 15-minute increment (i.e., if the overtime extends 0-7 minutes, the member receives no compensation; 8-15 minutes would reflect 15 minutes compensation).

5.04 Court Standby

Court standby shall be compensated with a minimum/maximum of two hours at the overtime rate. If the member is canceled at any time after the commencement of standby, he/she shall receive the two-hour allowance, but not greater.

Members who are subpoenaed or otherwise instructed by legitimate authority (including, but not limited to: Deputy District Attorneys, Judges, Commissioners, Superior Officers) to appear may be eligible for standby compensation without actually appearing as instructed.

If a subpoena (or verbal instruction) specifies that standby is permitted, the officer must contact the legitimate authority on the date of the scheduled appearance, at the scheduled time, and provide the authority with the location where the member can be reached. The member must advise the authority that the standby directive will expire after two hours, and thereafter, without contrary instruction from the authority, the officer will be released from recall. If the authority requests further standby time, the member shall advise the authority that such time will not be compensated, and the member will be released if not specifically directed to appear.

5.05 Court Appearances

Court appearances shall be compensated with a minimum of three hours at the overtime rate. If the member is canceled any time after

his/her appearance (up to three hours), the member shall receive the three-hour minimum. If the appearance extends beyond three hours (including through a lunch period), the member shall be compensated on an hour-for-hour basis (to the nearest 15-minute increment).

Court appearance time begins at the time the member arrives at court and terminates at the time dismissed.

Members shall not schedule vacation time off that conflicts with prescheduled court appearances.

5.05.1 Consecutive/Nonconsecutive Appearances—Multiple Subpoenas

Standby and appearance on same date, same case, consecutive.

If a member is allowed telephone standby and then instructed to appear, and the appearance is consecutive, the member's overtime shall commence at the time at which standby began.

Example:

Standby is authorized and starts at 0830. At 0930, the District Attorney calls and orders the member to court. The member testifies and is dismissed at noon. The overtime time will start at 0830, terminate at noon, and the member receives 3.5 hours of compensation at the overtime rate (plus travel time). If the standby and appearance total less than 3 hours, the member shall receive a minimum of 3 hours overtime as appearance. A short explanation should be given on the overtime time form.

Standby and appearance on same date, same case, nonconsecutive.

If a member is allowed telephone standby and then instructed to appear, and the appearance is nonconsecutive, the member shall be eligible for both standby and appearance overtime.

Example:

Standby is authorized and starts at 0830. At 1030, the District Attorney calls and says the member will be needed in the afternoon session commencing at 1330. The member appears and is dismissed. The member is eligible for 2 hours standby from 0830/1030, as well as 3 hours appearance minimum, commencing at 1330. A short explanation should be given on the overtime time form.

Multiple Subpoenas—Same Date

If a member receives conflicting subpoenas, it shall be the member's responsibility to so advise the legitimate authorities who have issued the subpoenas and attempt resolution.

Members shall be compensated for multiple subpoenas according to the provisions noted below:

Overtime overlap and overtime consecutive to normal work periods.

Overlap

Members cannot receive overlap court overtime and will only be eligible for the time actually worked or the 3-hour appearance minimum, whichever is greater.

Example:

Member appears on multiple subpoenas, the first commencing at 0900. The member is dismissed at 1030 and is therefore eligible for a 3-hour appearance minimum. At 1130, the member appears on a second subpoena, testifies and is dismissed at 1400 hours. The member cannot apply for two 3-hour appearance minimums but will be compensated on an hour-for-hour basis from 0900 and terminating at 1400 (5 hours total).

Consecutive Work Periods

Court overtime will terminate when normally scheduled work periods begin.

Example:

Member appears in court at 0830, testifies, then departs at 1130. The member's shift is from 1000 hours to 2000 hours, hence the member commenced the normal work period at 1000. The member shall not receive a 3-hour appearance minimum but shall receive hour-for-hour overtime beginning at 0830 and ending at 1000 (1.5 hours of overtime).

6.00 Private Vehicle Mileage Allowance

Represented members shall be entitled to a mileage allowance for use of their personal vehicles when needed to make court appearances. Other City business use is also subject to the allowance; however, it will be contingent upon advance supervisory approval for the use. The following conditions/procedures will apply:

- The Monthly Mileage Report (GO-8) must be submitted upon the conclusion of each month to the Police Department Executive Assistant. Reimbursement will be arranged by the Finance and Administrative Services Department (which also establishes the per-mile allowance).
- Actual beginning and ending mileage must be noted.
- The mileage allowance will be based on the shortest route of travel. The beginning point will be the Mountain View Police Department, unless the distance to be traveled is shorter from the actual starting point (i.e., if the distance from a member's home to the destination is 5 miles, and the distance from the Police Department to the destination is 15 miles, the shorter distance shall be applied).
- Round-trip allowances are acceptable.

7.00 Leave**7.01 Vacation Accrual**

Represented members shall accrue vacation based upon the following years-of-service formula. For clarification purposes, the term "days" used in this chapter refers to eight-hour workdays. Years of service will be measured by the number of full years of

service attained on the anniversary of the employee's commencement of full-time employment with the City.

Beginning of 1st year through 5th year: 12 days annually.

Beginning of 6th year through 9th year: 17 days annually.

Beginning of 10th year through the 15th year: 22 days annually.

Beginning of the 16th year: one additional day per year to a maximum of 25 days annually.

The maximum accrual of vacation is as follows:

Beginning of the 1st year through the 5th year: 240 hours.

Beginning of the 6th year through the 9th year: 320 hours.

Beginning of the 10th year through the 15th year: 400 hours.

Beginning of the 16th year: 480 hours.

Automatic Cap: Once vacation reaches the allowed maximum, it will not be allowed to accrue beyond the automatic maximum. The employee is responsible for monitoring his/her vacation accrual hours and to take whatever vacation hours necessary to stay below the vacation accrual cap designated above.

For Sworn Members:

Payoff of Vacation Leave will be based on: base pay plus career incentive pay plus specialty pay plus holiday in-lieu.

For Nonsworn Members:

Payoff of Vacation Leave will be based on: base pay.

7.01.1 Vacation Cash-Out

Each December, an employee may file an irrevocable election to cash-out up to forty (40) hours of vacation leave. The City shall pay each employee in the first paycheck in March of the following year.

7.02 Compensatory Time Accrual and Compensatory Time Off

Represented members shall be permitted to accumulate up to eighty (80) hours of compensatory leave time.

The employee shall have the authority to decide whether overtime worked shall be compensated with pay or compensatory time off (except those employees working at the Shoreline Amphitheatre, which must be overtime pay). In either event, the City shall comply with the Fair Labor Standards Act (FLSA). If an employee has accrued eighty (80) hours of compensatory time off, he/she will be compensated with pay for any further overtime worked.

The following is in accordance with the Fair Labor Standards Act (FLSA) and the court decision *Heaton vs. Moore*:

An employee has the right to take accrued compensatory time off providing that: (1) the employee provides reasonable notice of the desire to take the time off; and (2) such time off does not unreasonably disrupt the organization. The POA and the City agree to the following definitions as they relate to this right.

Reasonable Notice shall mean a minimum of 7 calendar days prior to the requested time off. More notice is encouraged and would assist management in accommodating the requested time off. If the supervisor is able to accommodate the request with less notice, the supervisor has the discretion to do so, but is not required to do so.

Unduly Disrupts the Organization means the request places an unreasonable burden on the department's ability to provide service. Determining this factor is within the discretion of the supervisor, who must articulate the disruption at the time the time off is denied. Several factors could influence this decision, including: the number of Officers already scheduled off; anticipated problems/events such as a demonstration or a high-intensity enforcement program; or history of call loads on that day or shift which causes the supervisor to anticipate resource needs.

Management agrees that if time off is otherwise unavailable, and 7 or more days notice is provided by the employee, voluntary overtime will be posted to fill the employee's place in order to grant the time off. Thus, it is in the employee's best interest to provide as much

advance notice as possible. If no one signs up for the overtime, the compensatory time off request may be denied. If, however, another qualified Officer accepts the overtime assignment, the time off will be granted.

Examples:

An employee requests compensatory time off with 3 days notice for New Year's Eve; one other employee on the same shift is on long-term disability and another on scheduled vacation. The request may be denied. This is both unreasonable notice and would unduly disrupt the department's ability to provide service on a shift known for heavy Police activity.

Same scenario as above but with 10 days notice. The supervisor will post an overtime opportunity. If someone signs up for the overtime slot, the time off will be granted. If not, it may be denied because even though reasonable notice has been provided, it would unduly disrupt the department's ability to provide service.

An employee requests compensatory time off from the supervisor with 3 days notice. The shift is otherwise full and there is no reason to suspect unusual activity. The supervisor may grant the request. Even though the notice did not meet the "reasonable" criteria, it does not unduly disrupt the department's ability to provide service, and the supervisor has the discretion to grant the request.

Supervisors should note that it is within their discretion to determine the department's ability to provide service on their particular watch on any given day. Granting compensatory time off is encouraged both as a means of meeting the employee's individual needs and as a means of reducing an unfunded City liability. However, such time off should not be allowed to compromise the department's ability to protect and serve the community. It is, further, the position of the department that while supervisors may order employees to work overtime, except in unusual circumstances, no employee will be ordered to work overtime to cover a compensatory time off request by another employee.

The practice of selling or trading compensatory time accrued for compensatory time off between employees is a violation of the Fair Labor Standards Act and is not allowed.

7.02.1 Compensatory Time Cash-Out

Effective July 2001, each December, sworn members may file an irrevocable election to cash-out up to sixty (60) hours of compensatory leave time. The City shall pay each employee in the first paycheck in March of the following year. The cash-out maximum shall increase from sixty (60) hours to eighty (80) hours effective July 2002.

Effective July 2001, each December, nonsworn members may file an irrevocable election to cash-out up to eighty (80) hours of compensatory time.

7.03 Holiday Leave/Floating HolidayFor Sworn Members Only:

Represented members are ineligible to take defined City holidays off on holiday leave and are ineligible to accrue compensatory time off for holidays worked.

For Nonsworn Members Only:

Effective July 2001, nonsworn members shall receive a floating holiday of eight (8) hours. There will be no accumulation from one payroll calendar year to another.

7.04 Bereavement Leave

In the event of the death of any immediate family member, employees will receive paid bereavement leave of three (3) consecutive days. For purposes of this chapter, immediate family will refer to the member's spouse, father, mother, sister, brother, children, stepchildren, mother-in-law, father-in-law and grandparents.

7.05 Maternity Leave

Represented members shall be eligible for maternity leave in accordance with the rules and regulations as stated in the City's Personnel Rules and Regulations, Chapter 8.10, and in accordance with State and Federal Law.

7.06 Personal Leave Day

Represented members are eligible to convert one day of accumulated sick leave, per Finance calendar year, to a personal leave day. For purposes of this chapter, the term "day" shall refer to the number of hours the employee is scheduled to work during a normal workday, based upon the schedule the employee is working when the personal leave day is granted. Use of the personal leave day will not affect the sick leave incentive program. This is a calendar year option and will not carry over from year to year.

7.07 Sick Leave Accrual

Represented members shall accrue sick leave at the rate of 3.68 hours each biweekly pay period and may accrue an unlimited amount.

7.08 Sick Leave IncentiveSworn:

Effective the first calendar quarter of 2003, members shall receive six (6) hours of vacation for each quarter (defined by FASD) of attendance wherein sick leave was not used. This shall be increased to eight (8) hours effective the first calendar quarter of 2005.

Nonsworn:

Effective the first calendar quarter of 2002, members shall receive six (6) hours of vacation for each quarter (defined by FASD) of attendance wherein sick leave was not used. This shall be increased to eight (8) hours effective the first calendar quarter of 2004.

The City shall be responsible for ensuring that the provisions of this chapter are met.

7.09 Payment for Unused Sick Leave

Represented members will be paid for unused sick leave based upon the following formula with a cap for the payoff based on 1,000 hours of accumulated sick leave.

0 through 9 years of service: No payment.

Beginning of the 10th year through the 14th year: 20 percent of accumulated hours. (20 percent x 1,000 hours = 200 hours maximum possible payoff.)

Beginning of the 15th year through the 19th year: 35 percent of accumulated hours. (35 percent x 1,000 hours = 350 hours maximum possible payoff.)

Beginning of the 20th year through the 24th year: 55 percent of accumulated hours. (55 percent x 1,000 hours = 550 hours maximum possible payoff.)

Beginning of 25th year plus: 90 percent of accumulated hours. (90 percent x 1,000 hours = 900 hours maximum possible payoff.)

The following conditions affect payment of unused sick leave:

The member must have been laid off, received a regular retirement through the Public Employees Retirement System (PERS) or a disability retirement as determined by appropriate medical authority; the member's years of service will be determined by years of continuous service as a probationary and permanent employee; payoff will be made to the employee in one lump sum. Upon the death of a member, regardless of years of service, full payment of unused sick leave shall be made to the member's beneficiary. Payment for unused sick leave shall be computed on the highest average monthly base salary during any period of three (3) consecutive years during employment with the City, unless upon death of a member and the member has less than three (3) years of service at time of death, payment will be computed on the average monthly base salary during the period of employment with the City. There shall be no payment for unused sick leave if the employee terminates by discharge.

7.10 Leaves of Absence

Represented members will be eligible to take leaves of absence in accordance with all rules and regulations governed by City Personnel Rule and Regulations 9.02.

7.11 Military Leave

Represented members shall be granted military leave in accordance with provisions of State or Federal law. All employees entitled to

military leave shall give the department head an opportunity, within limits of military regulations, to determine when such a leave shall be taken.

7.12 Jury Duty Leave

Represented members summoned from work duties as jurors, or subpoenaed to appear as witnesses in cases other than those in which the employee as an individual is a litigant, shall be allowed full salary provided they compensate the City the fees received for such service, exclusive of travel, parking and meal allowance.

7.13 Shift Trades

Shift trades will be authorized under the following conditions:

1. A shift trade is defined as two employees working a shift for each other in order to obtain time off during a specified shift.
2. The employees must be of the same classification; i.e., Police Officer, Records Specialist, etc.
3. Shift trades must be completed within two pay periods. Therefore, if one employee works for a second employee, the second employee must pay back that work time by working a shift for the first employee during the same or the next pay period.
4. Employees are responsible for notifying and obtaining approval for all shift trades from their supervisor(s) and providing appropriate documentation.
5. Employees are responsible for keeping track of their own shift trade obligations. Any employee who fails to meet their obligations will be subject to disciplinary action.
6. Shift trades for compensatory time (i.e., an employee gives their earned CTO hours to an employee in exchange for a shift trade) is not permitted.

8.00 Insurance**8.01 Medical Benefits**

During the term of the contract, the City will pay for the full employee-only premium for all full-time, permanent employees for any HMO plan offered by the City and selected by the employee.

Effective the first pay period beginning in April 2000, members will pay ten percent (10%) of the difference between the employee-only premium and two-party or family premium for dependent coverage for any plan offered by the City and selected by the employee.

Effective the first pay period beginning in August 2000, in addition to the cost to the employee for the HMO, any member selecting the City's non-HMO option will pay forty percent (40%) of the difference between the average of HMO premiums at all three levels (single, two-party and family) and the non-HMO premiums at the same levels.

The employee shall pay that portion of the premiums which is their responsibility through payroll deductions in accordance with procedures established by the Finance and Administrative Services Department. During the term of this Agreement, the City shall provide a choice of medical plans: an HMO, a PPO and a private physician plan. The City reserves the right to select the plans to be provided.

The City agrees to participate in a committee to review plan design, including considering CalPERS coverage.

8.02 Dental Benefits

The City pays one hundred percent (100%) of the employee-only premium. Employees will contribute fifteen (15%) of the total two-party or family dental premium.

8.03 Psychological

Represented members and their spouses and children are eligible to receive confidential psychological counseling at City expense. The program will allow five visits per family member per year and other provisions as provided in the Psychology Systems program. The

program is administered by the City's Employee Services Department.

8.04 Retiree's Medical

For Sworn Members: All represented members must meet a vesting requirement of 15 years of service with the City of Mountain View as a permanent employee. For Nonsworn Members: All represented members hired after July 1, 1990 must meet a vesting requirement of 15 years of service with the City of Mountain View as a permanent employee. For Sworn and Nonsworn Members: Spouses and/or eligible dependents of represented members must be enrolled under the City's medical coverage at the time of member's retirement. The cost of the spouse/dependent premiums are at the member's expense. For represented members who retire on disability due to a job-related injury, the vesting requirement will be waived. In the event that the injured person is rehabilitated and secures employment elsewhere with health benefits, the City's health coverage will be discontinued. In the event of cancellation by a City health plan carrier, coverage for employees under that plan will not be discontinued. Some type of interim plan/coverage will be enacted until a replacement plan can be obtained.

For represented members retiring prior to July 1, 1992, the City will pay the retired member's entire monthly premium (for single coverage). Represented members retiring after July 1, 1992 will contribute 15 percent of the single-rate premium for the medical benefit.

8.05 Life Insurance

For Sworn Members:

Effective August 1, 2001, all represented members will receive a life insurance benefit of five (5) times their annual salary (not to exceed \$600,000) or \$50,000, with a vendor selected by the City. The policy premium will be fully paid by the City. The employee may select one of the two options, but the value (per IRS guidelines) over \$50,000 is reportable on the member's W-2, and any taxation thereof shall be the employee's obligation.

For Nonsworn Members:

All represented members will receive a life insurance benefit of five (5) times their annual salary (not to exceed \$600,000) or \$50,000, with a vendor selected by the City. The policy premium will be fully paid by the City. The employee may select one of the two options, but the value (per IRS guidelines) over \$50,000 is reportable on the member's W-2, and any taxation thereof shall be the employee's obligation.

8.06 Disability Insurance

All represented members will be covered by a Long-Term Disability (LTD) insurance policy with a vendor selected by the POA. Effective the first pay period beginning in May 2000, the City shall convert the one and six-hundredths percent (1.06%) cost for LTD insurance to salary for all represented members. The POA will select an LTD policy and the policy premium will be fully paid by each member through payroll deduction.

8.07 Vision Benefits

For those members who select a medical plan that does not have vision coverage, the City shall make available vision care coverage for employees and dependents. The City shall pay the cost of such coverage.

8.08 Section 125—Flexible Benefit Plan

The following Qualified Benefits are available to POA members under the City's Flexible Benefit Plan: Premium Contribution Plan, Medical Expense Reimbursement Plan and Dependent Care Assistance Plan.

8.09 Longevity/Retirees Medical

The City and the POA will review details of a medical expense trust, similar to ICMA model or a VEBA based on details of this model provided by the POA, by January 2003. It is understood that any model, if adopted by the City, shall result in no additional costs to the City. Costs to set up the trust will be split 50/50 between the City and the POA, with the City's costs not to exceed \$2,500.

9.00 Public Employees Retirement System**9.01 PERS Retirement Program—Sworn Members—3 Percent at 50 and PERS Actual Employer Rate Cost-Sharing**

Effective July 8, 2001, members shall receive retirement benefits calculated based upon PERS 3 Percent at 50 retirement program, based upon the single highest year provision. For all represented sworn members, the City agrees to implement 3 Percent at 50 with initial costs offsets reflected in Years 1, 2 and 3 in reduced cost-of-living adjustments.

In the event the PERS Employer Rate exceeds 16.268 percent, effective July 1, 2003, employees agree to pay 50 percent of the increase above 16.268 percent by increasing the deduction for the amount of the employee-paid PERS contribution (currently 9 percent) in Years 4, 5 and 6 of the contract. For example, if the rate increases one percent (1%), the employee deduction for the PERS contribution would increase from nine percent (9%) to nine and one-half percent (9.5%). Nine percent (9%) would be paid to PERS; the additional one-half percent (0.5%) would be retained by the City to help pay the cost of 3 Percent at 50. In the event the PERS Employer Rate returns to or decreases below 16.268%, the City will decrease the employee PERS contribution to nine percent (9%).

PERS Retirement Program—Nonsworn Members—2 Percent at 55

Effective July 1, 1997, nonsworn employees shall be eligible for the PERS 2 Percent at 55 retirement plan.

Members shall receive retirement benefits calculated based upon PERS 2 Percent at 55 retirement program, based upon the single highest year provision.

9.02 PERS Employee Contribution**PERS Employee-Paid Member Contribution (Sworn):**

Payment of the employee-paid portion (nine percent (9%)) of PERS paid by the employee will be made by payroll deduction each payroll period. Deductions will be made pretaxed as provided under IRS Code Section 414(h).

For Nonsworn Members:

Effective the first pay period ending in April 2000, the City agrees to convert the full seven percent (7%) of the employee's PERS member contribution into an increase of base salary for all nonsworn members. The City shall have no responsibility for the cost of the employee-paid portion of PERS.

Payment of the employee-paid portion of PERS paid by the employee will be made by payroll deduction each payroll period. Deductions will be made pretaxed as provided under IRS Code Section 414(h).

9.03 PERS 1959 Survivor Benefit

Members who elected the PERS 1959 Survivor Benefit during the October 1988 election shall receive the third level of the 1959 Survivor Benefit. Members hired on or after July 10, 1988 are automatically covered by this benefit.

9.04 Conversion of Unused Sick Leave to Years of Service for Retiring EmployeesFor Sworn and Nonsworn Members:

Any unused sick leave above the amount paid out according to the formula in Section 7.09, will be converted to years of service for PERS purposes. The conversion is in accordance with PERS provisions.

Example of conversion of unused sick leave:

Member has 25+ years of service with sick leave balance of 1,500 hours.

Sick leave balance paid out at 90 percent of 1,000 hours = 900 hours at rate equal to the highest, consecutive 3-year average of base pay.

Balance reported to PERS for years of service = 600 hours
(1,500 balance less 900 hours paid off) or approximately .3 years of PERS service credit. One year of PERS service credit is equal to 2,000 hours of sick leave (250 days).

9.05 Deferred Compensation

Represented members shall be allowed to voluntarily participate in a deferred compensation (IRS 457 Plan) program. The City shall provide direct deposit as requested by the participating member.

10.00 Probationary Standing and RulesFor Sworn Members:

Members, upon original appointment, are subject to a probationary period of up to 18 months. Promotional appointments are subject to a probationary period of up to 12 months.

For Nonsworn Members:

Members, upon original appointment, are subject to a probationary period of up to 12 months. Promotional appointments are subject to a probationary period of up to 6 months.

For Sworn and Nonsworn Members:

Upon recommendation of the department head and with the approval of the Employee Services Director, a probationary period may be extended for time lost due to an industrial injury, sick leave or other authorized leaves of absence.

10.01 Extension of Probationary Period

The POA and the City have discussed the mutual benefit of the extension of the probationary period for new employees who, for some reason, become incapable of completing their probationary period in the assignment in which they were hired to perform. Therefore, for the purpose of this section, the term "other authorized leaves of absence" shall specifically include any leave of absence from employment or light duty assignment for more than 80 working hours (that is medically or otherwise directed) which has the effect of moving the employee to job duties which do not encompass all of the job duties for the job classification in which the employee is being measured during the probationary period. Training programs in which the employee is enrolled must also be satisfactorily completed prior to completion of the probationary period.

Examples:

An Officer is in the FTO program in the 10th week of training when she seeks medical treatment for a pregnancy. Her doctor recommends a light duty assignment for the term of the pregnancy. The Officer is placed in a light duty assignment in SSI Unit for 6 months and then, upon the birth, takes maternity leave for an additional 2 months. On return to duty, the Officer must successfully complete the FTO program. Her probationary period will be extended for a total of 8 months.

A probationary Officer is injured in an on- or off-duty accident and is placed on light duty for 2 weeks by his/her doctor. On return to duty, there is no change to probationary status since the time on light duty was 80 hours or less.

A probationary Records Specialist suffers a leg injury in an off-duty skiing accident and receives from his/her doctor a light duty recommendation restricting walking and lifting for 8 weeks. Since the employee would still be performing all the major duties of a Records Specialist, there is no change in his/her probationary time frame.

11.00 BreaksFor Sworn Members:

Members assigned to the Field Operations Division (FOD) shall be entitled to a 30-minute paid lunch break each shift but shall be available for immediate recall and assignment during this period.

Other represented members not assigned to FOD shall not receive a paid lunch break but shall be eligible to take one hour (60 minutes) of unpaid time during the workday to be used as a lunch period. With approval of their division commander, members may take a 30-minute lunch break during the shift, and the remaining 30 minutes not taken for lunch may then be used to leave work 30 minutes earlier, but in no event shall the workday be reduced below 10 hours.

For Nonsworn Members:**11.01 Rest Periods**

Each employee shall be entitled to two (2) rest periods of 15 minutes each, during his/her normal workday. The first rest period shall occur during the first half of his/her work shift; the second rest period shall occur during the second half of his/her work shift.

11.02 Meal Breaks

Employees who have duty-free meal periods will not be compensated for that meal period. Employees who are required to be on-call are entitled to a 30-minute paid meal period each shift but shall be available for immediate recall and assignment during this period.

Employees assigned to the Records Division, and entitled to a 30-minute paid meal period, may request to leave the work site during this meal period to pick up a meal. This request must be made by the member to the immediate supervisor within a reasonable period of time. The supervisor retains the discretion to grant this request based on operational needs and appropriate staffing levels.

12.00 Work SchedulesFor Sworn Members:

Members shall work a 4-day, 40-hour work week, 10-hour per day schedule. This schedule may be subject to modification under emergency or extraordinary conditions or due to pronounced community or departmental needs. Exclusive of these exceptional circumstances, members' schedules will not be altered without a minimum of 7 calendar days advance notice.

For Nonsworn Members:

Represented members shall work varying schedules as required by the work assignment (8-hour days, 10-hour days).

12.01 Shift RotationsField Operations Division:

On or about the second week of February of each year, personnel assigned to the Field Operations Division will participate in shift sign-ups for two six-month binaries. The binaries will begin on or about the third week of March and the third week of September. Personnel will be permitted to change shifts and/or days off for the second binary, but must continue to work the same beat assignment as the first binary.

The use of seniority to bid for shift assignments shall occur only once annually. Officers participating in the bid process must be assigned to the Field Operations Division at the time of the bid or must have a commitment to a Field Operations assignment on the beginning date of the shift change. All midyear assignments, such as those to fill vacancies in assignments, will be at the prerogative of management.

Unless there is an "operational need," Field Operations Division employees will sign up by rank, in order of descending seniority, for shifts, days off and, where applicable, beats. Vacation selections will occur simultaneously to the shift selection process for the 12-month period.

If there is an "operational need," or in the event of unusual, or unexpected occurrences, which may occur at anytime during the year and which can disrupt normal staffing patterns, management shall have the authority to make administrative reassignments as necessary to correct staffing or scheduling problems. Management will strive to keep personnel within their preferred choice if it can reasonably do so. When such exigencies occur, management will strive to return impacted employees back to their normal schedule as soon as practical.

Those Field Operations Division positions which are not specifically assigned to a patrol watch, which could include, but are not necessarily limited to, Motorcycle Traffic Officers, Canine Officers or members of the Crime Suppression Team (CST), will be administratively assigned schedules by the Field Operations Division Commander, with the input of the unit or program supervisor.

Support Operations Division:

Represented employees assigned to Support Operations will, with the approval of their supervisor, have the opportunity to work a flexible schedule. This flexible work schedule will be designed to meet the needs of the employee's workload, community needs, departmental needs and employees' needs. Employees are to work a 40-hour week consisting of either five 8-hour days or four 10-hour days, or other combination as agreed to between the employee and his/her supervisor. Officers are expected to modify their schedules to address court appearances, special investigations, work-related meetings or other work-related types of activities whenever a week or more notice is given. Under extraordinary conditions, management will have the right to change work schedules as needed; however, work schedules will not be changed to avoid overtime. On a case-by-case basis, one or more of the positions affected may be modified back to a normal five-day work week to meet specific community needs.

Definitions:

"Operational needs," as used herein, is understood to mean a departmental need to deploy personnel assigned to certain functions/specialties or those actively involved in training. Those specific personnel shall include, but are not limited to, Field Training Officers, employees in training or those who have just completed training, probationary members, and members of the Special Weapons and Tactics Team (SWAT) or Hostage Negotiators (HNT).

Operational needs include avoiding a concentration of those personnel on shifts where the objectives of the respective programs would be frustrated and adversely impact Police Department operations. Operational need also includes placing individuals on certain shifts due to performance deficiencies or for purposes of progressive discipline. In addition, "operational need" could include separating individuals who had pronounced conflicts so severe as to present legal, practical or law enforcement problems. Finally, "operational needs" could also include a departmental need to address emergencies or other exigent circumstances which, if not addressed, could pose legal, practical or law enforcement problems.

13.00 Association Time

Effective July 1, 2001, the City will convert four (4) vacation hours from each represented (POA and NPOA) member's leave and deposit the value of this into a separate fund at the beginning of each fiscal year. This fund will be used to pay the costs of association board member(s) attending association activities. This program is restricted to 480 hours association leave per fiscal year or the dollar amount remaining in the fund. Budgetary authority to charge time to this account resides with the Police Chief and the total hours will be tracked by the Police Department's Executive Assistant. At the end of the fiscal year, the City will zero out the account and refund any unused moneys to the association.

14.00 Reduction in Force (Layoff) Policy

- A. Purpose—To establish layoff procedures to be implemented when the City determines that a reduction in force is to occur because of a material change in duties or organization or because of a shortage of work or funds in the department or the City. It is understood that the preferred means of reducing staff is through attrition. The City agrees to meet with the POA to discuss alternatives to layoff and over the impact of the layoff.
- B. Policy
 - 1. Order of Layoffs. When one or more employees in the same classification are to be laid off, the order of layoffs shall be as follows:
 - a. Provisional employees in inverse order of seniority;
 - b. Probationary employees in inverse order of seniority; and
 - c. Permanent employees in inverse order of seniority.
 - 2. Definition of Seniority. Seniority shall be determined by continuous service in the Mountain View Police Department calculated from the date of employment. Continuous service shall be broken only by resignation, discharge or retirement. Time served as a probationary employee and/or as a provisional employee in a permanent position shall be included in determining seniority. Time served as an hourly employee shall not be included in determining seniority. Time served as a permanent part-time

employee will be converted to a full-time equivalent for purposes of determining seniority. For example, a 10-year permanent half-time employee's service would be converted to the equivalent of five (5) years of service.

Ties in seniority shall be determined as listed on the Police Department's official seniority list. Seniority shall be retained but not accrued during any approved unpaid leave of absence.

If an employee with five or more years of service with the City of Mountain View Police Department terminates from City service and returns within one year from the date of separation to the Police Department, previous years of service with the City's Police Department will be counted toward seniority for the purposes of layoff only.

3. Notification of Layoff. Employees to be laid off shall be given written notice of such action at least 30 calendar days before the effective date of the layoff.

Within 15 calendar days of notification of layoff, employees who wish to be reassigned in lieu of layoff will notify the City of their intention to exercise one of the options as outlined in Section 4 (Reassignment) or Section 5 (Displacement—Bumping).

4. Reassignment. In lieu of layoff, the City may offer employees whose positions are subject to elimination the opportunity to transfer to a vacant position in the City without having to go through a testing process. The employee must possess the required education, experience and training or a demonstrated ability to perform the job duties.
5. Displacement (Bumping). Employees identified for layoff who have seniority (bumping) rights to equal or lower-paying classifications within the representation unit must declare their intention to exercise these rights at least 14 calendar days prior to layoff. Otherwise, bumping rights will automatically terminate. In addition, employees exercising the right to a lower classification shall be required to sign a voluntary demotion form. Bumping shall not occur outside the division that the employee is employed in except that an employee subject to layoff who during the 36-month period immediately previous to layoff date held other classifications anywhere in the representation unit shall be allowed

to exercise seniority to bump employees in such other classes. To successfully bump, the employee must be fully qualified, trained and capable of performing all the work of the new classification and must have held position with permanent status in the service of the City of Mountain View.

6. Reinstatement to Reemployment Eligibility List. Employees on layoff shall be recalled in order of seniority providing that those recalled have the demonstrated ability and qualifications to perform available work as determined by the City.

Employees accepting a voluntary demotion shall be placed on an appropriate eligible list for reinstatement to the rank(s) from which they were demoted. Placement on the eligible list and reinstatement to the position shall be in inverse order to which demotion occurred. Such eligible lists shall be:

- a. In effect for 36 months.
- b. Take precedence over any existing or new eligible list.

Reinstatement to the rank from which they were demoted shall be made only if the employee continues to demonstrate the ability and qualification to perform the higher level as determined by the City. Performance in an acting position and satisfactory maintenance of the required skill level shall make the employee eligible for reinstatement beyond the 36-month period. This eligibility shall be at the discretion of the Police Chief.

The employee will be eligible for prior sick leave accruals (providing the employee did not receive cash payments in lieu of same) and vacation accrual rate and seniority. An employee shall not receive credit for time spent on layoff in computing time for any benefit accrual or seniority, nor would the employee be eligible for benefits during the period of time of actual layoff (except as provided to other terminated employees under current City policy and those guaranteed by law).

15.00 Americans with Disabilities Act

The City reserves the right to take all necessary actions to comply with the Americans with Disabilities Act and other State and Federal laws protecting disabled employees, including determining the need for defining and making available reasonable accommodations to disabled employees who are otherwise qualified to perform the essential functions of their position. The City agrees to meet and confer with the POA to discuss any actions which impact wages, hours and other terms and conditions of employment of any member of this bargaining unit.

The City and POA agree that the provisions of this Agreement shall be applied equally to employees covered herein without favor or discrimination because of physical or mental disability, unless such favor shall be a bona fide occupational qualification for a position or such action is required to comply with Federal or State law.

16.00 Management Rights

In order to ensure that the City shall continue to carry out its safety and protection services functions and responsibilities to the public as imposed by law, and to maintain efficient and responsive Police and safety provisions for the citizens of the City of Mountain View, the City continues to reserve and retain solely and exclusively all rights, including, but not limited to:

- A. Determine Police Department policy, including the right to manage the affairs of the Police Department in all respects.
- B. Evaluate, direct, supervise, hire, promote, suspend, discipline, discharge, demote, transfer, assign and retain members of the Police Department.
- C. Relieve members of the Police Department from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive, in accordance with City rules and regulations.
- D. Determine standards and levels of services to be rendered, operations to be performed, utilization of technology and equipment, means and methods of operation and overall budgetary matters, including, but not limited to, the right to contract or subcontract any work, services or operations of the Police Department.

- E. Determine the appropriate job classifications, organizational structure and personnel by which Police Departmental operations are conducted.
- F. Determine the size and composition of the Police Department, assign members of the Police Department and establish work schedules and assignments.
- G. Determine issues of public policy and control the overall mission of the Police Department.
- H. Maintain and improve the efficiency and effectiveness of the Police Department.
- I. Take any and all necessary actions to carry out the mission of the Police Department in emergencies.
- J. Establish performance standards for members of the Police Department, including, but not limited to, quality and quantity standards.
- K. Take whatever other actions may be necessary to carry out the wishes of the City and public, and for Police protection not otherwise specified above.
- L. Establish and promulgate rules, regulations, policies and procedures relating to productivity, efficiency and procedures designed to comply with applicable judicial decisions and legislative enactments and to require compliance therewith.

Where required by law, the City agrees, prior to implementation, to meet and confer with the POA over the impact of the exercise of a management right upon the wages, hours and other terms and conditions of employment of its members unless the impact/consequences of the exercise of a management right upon POA members are provided for in the Memorandum of Understanding, City rules and regulations, or departmental rules and regulations.

17.00 No-Strike Provision

A. Prohibited Conduct

1. The POA, its officers, agents, representatives and/or members agree that during the term of this Memorandum of Understanding they will not call, engage in or condone any strike, walkout, work

stoppage, job action, slowdown, sick-out, blue flu, withholding of services or other interferences with City operations; or honor any job action by any other employee of the City, or any other employers, by withholding or refusing to perform services.

2. Any employee who participates in any conduct prohibited in Paragraph 1 above shall be subject to termination by the City.

18.00 Contract Reopeners

In Year 3, a reopener to discuss two noneconomic items per side. These items are not subject to binding arbitration. Issues must be raised by parties no later than July 1, 2003, and parties agree to conduct the meetings in good faith and meet as is reasonably necessary to resolve the noneconomic items no later than November 1, 2003.

Nonsworn—Reopener to discuss PERS retirement benefit enhancements if City and unrepresented employees and those represented by SEIU Local 715 have engaged in meaningful review of this new benefit. Cost-sharing alternatives will be reviewed with the nonsworn unit consistent with discussions with other employee groups.

19.00 Effective Date, Duration and Agreement

The Agreement will become effective upon approval by the City Council. The Agreement will terminate at 12:01 a.m. on June 30, 2007. Principals agree to the terms of this Memorandum of Understanding.

When approved by the Mountain View City Council, this Agreement is the entire agreement of the parties, and there are no other agreements or contracts except as set forth in this Agreement. This Agreement may not be modified except by amendment agreed to by both parties and approved by the Mountain View City Council.

MOUNTAIN VIEW POLICE OFFICERS ASSOCIATION

Max J. Bosel, President
Mountain View Police Officers
Association

Date: _____

Dave Spiller, Police Sergeant

Date: _____

Steve Mello, Police Officer

Date: _____

Tim Downey, Community Service Officer

Date: _____

Val Schiele, Business Representative

Date: _____

CITY OF MOUNTAIN VIEW

Kathy Farrar, Employee Services
Director

Date: _____

Bruce Barsi, Police Captain

Date: _____

Gregg Hosfeldt, Business Manager

Date: _____

KF/2/ESD

039-06-07-01MOU-E^

INDEX

2		Floating Holiday	20
2 Percent At 55 Retirement Program	27		
3			
3 Percent At 50 Retirement Program	27		
A			
Administrative Units	4		
Advanced Certificate	6		
Americans with Disabilities Act	36		
Association Time	34		
B			
Bereavement Leave	20		
Bilingual	4		
Breaks (Sworn)	30		
C			
Call-Back Overtime	9		
Canine Officer	3		
Common Destinations	12		
Community Action And Information	4		
Compensatory Time Cash-Out	20		
Compensatory Accruals/Time Off	18		
Contract Reopeners	39		
Conversion Of Unused Sick Leave	28		
Court Appearances	13		
Court Liaison Assignment	7		
Court Overtime	13		
Court Standby	13		
Crime Suppression Team	4		
D			
Deferred Compensation	29		
Dental Benefits	24		
Dependent Care Assistance Plan	26		
Disability Insurance	26		
Displacement (Layoff)	35		
Duration	39		
E			
Extension Of Probationary Period	29		
F			
Field Training Coordinator	3		
Field Training Officer (Sworn & Nonsworn)	3		
Flexible Benefit Plan (Section 125)	26		

H		Prohibited Conduct	38
HMO	24	Psychological Benefits	25
Holiday In-Lieu Pay (Sworn)	5		
Holiday Leave	20	R	
Holiday Work Schedule (Nonsworn)	5	Reassignment (Layoff)	35
		Records Specialist	3
I		Reinstatement (Layoff)	36
Intermediate Certificate	5	Represented Members	1
Investigative Services	4	Rest Periods (Nonsworn)	31
		Retirees Medical Benefits	25
J		Retirees Medical Savings Plan	26
Jury Duty Leave	23	Retirement	27
L		S	
Layoff Policy	34	Safety Equipment	8
Leaves Of Absence	23	Salary Increases	2
Life Insurance	25	Scheduled Call-Backs	9
Long-Term Disability	26	Seniority	34
Lunch Break	30	Shift Rotations	32
		Shift Trades	23
M		Sick Leave Accrual	21
Management Rights	37	Sick Leave Incentive	21
Maternity Leave	21	Specialty Assignments (Records)	7
Meal Breaks (Nonsworn)	31	Specialty Pay/Assignments	3
Medical Benefits	24	Specialty Equipment	8
Medical Expense Reimbursement Plan	26	Survivor Benefit	28
Mileage Allowance	16		
Military Leave	23	T	
Motorcycle Officer	3	Traffic Sergeant	3
Multiple Subpoenas	14	Travel Overtime	11
		Tuition Reimbursement	7
N			
No-Strike Provision	38	U	
		Uniform	8
O		Uniform Cleaning Allowance	8
Out-Of-Class Compensation	6	Unscheduled Call-Backs	9
Overtime	9	Unused Sick Leave	22
P		V	
Payment For Unused Sick Leave	22	Vacation Accrual	17
PERS	27	Vacation Call-Backs	11
PERS 1959 Survivor Benefit	28	Vacation Cash Out	18
PERS Employee Contribution	27	Vacation Payoff	17
Personal Leave Day	21	Vision Benefits	26
Personnel/Training	4		
POST/Educational Incentives (Sworn)	5	W	
PPO	24	Work Schedules	31
Premium Contribution Plan	26		
Private Vehicle Mileage Allowance	16		
Probationary Period	29		
Professional Standards	4		

KF/2/ESD/039-06-07-01MOU-E^